

Terms and Conditions

Terms and Conditions for the Picker Services are included below, and are followed by the General Terms and Conditions for Qualtrics Services. Each binds the respective component of any services purchased.

Picker Terms and Conditions

1. Definitions and Interpretation

1.1. In these terms and conditions (the "**Terms**"):

Agreement means these Terms and the Scope of Work.

Business Day means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Client Data means any data, including personal data (such as patient and staff names and other identifiable information), provided by the Client to Picker in order for Picker to provide the Services.

Charges means the charges payable by the Client for the supply of the Services as set out in the Scope of Work.

Client means the entity named as such in the Scope of Work or to whom Picker provide its services under the Agreement.

Client Survey means the survey(s) to be undertaken by Picker as more particularly described in the Scope of Work.

Data Controller means a natural or legal person or organisation which decides the purposes and means of processing data. For the purposes of this contract, the data controller is the **Client**.

Data Processor means a natural or legal person or organisation which is responsible for processing personal data on behalf of a controller. For the purposes of this contract, the data processor is **Picker**.

Data Protection Laws means the UK General Data Protection Regulation (the "GDPR"), the Data Protection Act 2018, the Data (Use and Access) Act 2025 and any other laws, regulations and secondary legislation, as amended or updated from time to time.

Edited Work Product means Work Product from which all implicit and explicit identification of the Client individual who has responded to a Client Survey has been removed pursuant to clause 5.

Intellectual Property Rights means all copyright and related rights, trademarks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets), patents, utility models, rights to inventions and any other intellectual property rights, including all applications for (and rights to apply for and be granted),

renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

Permitted Purposes means use of the Work Product, Edited Work Product and Survey Responses for presentations, lectures, data analysis and generation of comparative data.

Picker means Picker Institute Europe, a company limited by guarantee incorporated in England and Wales with registration number 03908160 and being a registered charity in England, with charity registration number 1081688, and in Scotland with charity registration number SC045048.

Picker Property means any materials, equipment (including computer equipment or electronic devices), documents and other property of Picker which is used by it or Picker Staff in providing the Services.

Picker Staff means any persons employed or otherwise engaged by Picker in the provision of the Services.

Picker Survey means any survey created or owned by Picker for the purposes of conducting the Client Survey.

Picker Tools means any Picker Survey and any Picker developed analytical tools which are used in the provision of the Services including all techniques, processes, methodologies and know-how and all databases, computer programs and software, proposals, questionnaires and topic guides used in any fieldwork.

Report means the report, if any, described in the Scope of Work to be delivered by Picker to the Client pursuant to the Agreement.

Research Findings means the presentations, reports, analyses, tables, data or other results of the Services as set out in the Report.

Scope of Work means the document or documents as agreed between the Client and Picker, including by way of exchange of emails, as to the services to be provided by Picker to the Client and in relation to which these Terms are appended or incorporated by reference.

Services means the survey services described in the Scope of Work.

Sub-contractor means any third party organisation or individual appointed by Picker to provide services in relation to this contract.

Survey Responses means raw survey results including verbatim responses but subject to the removal of all implicit and explicit identification of the Client or any individual.

Work Product means the aggregated and anonymous information contained in the Report and the Survey Responses.

- 1.2. In these Terms, the following rules apply:
 - 1.2.1. a reference to a party includes its successors or permitted assigns;
 - 1.2.2. a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted and a reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
 - 1.2.3. a reference to writing or written includes e-mails;
 - 1.2.4. references to clauses are to the clauses and these Terms and clause headings shall not affect the interpretation of these Terms;
 - 1.2.5. any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
 - 1.2.6. reference to a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
 - 1.2.7. reference to the Client includes reference to the Client's officers, agents, consultants and employees; and
 - 1.2.8. reference to a data subject, personal data, sensitive personal data, data controller or data processor or processing shall be deemed to be to such term as defined in Data Protection Laws.
- 1.3. In the event of any conflict or inconsistency between these Terms and the Scope of Work the Scope of Work shall prevail.
- 1.4. Any variation, amendment or waiver to or of the Agreement may only be agreed by a duly authorised representative of Picker.
- 1.5. Picker shall have the right to make changes to the Services which are necessary to comply with any applicable law or which do not materially affect the nature or quality of the Services.

2. Supply of Services

- 2.1. Picker shall perform the Services using reasonable care and skill and shall ensure that all Picker Staff will be suitably qualified to perform the Services in accordance with the terms of the Agreement and it being acknowledged that the Report, the Research Findings and the Work Product may contain material derived from sample surveys carried out in accordance with accepted market research methods and are therefore subject to statistical error and no warranty can be given as to the accuracy of the Survey Responses.
- 2.2. Picker shall use all reasonable endeavours to meet any performance dates specified in Scope of Work, but any such dates shall not be fixed or binding and time shall not be of the essence for performance of the Services.
- 2.3. All implied terms and conditions, including the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Agreement.

3. Client obligations

The Client shall:

- 3.1. provide of a PO/PO number for invoicing to cover the full amount of the charges due
- 3.2. cooperate with Picker in all matters relating to the Services and provide such data and information which Picker may reasonably require in order for it to perform the Services in accordance with the Agreement and shall ensure that such information is accurate in all material respects;
- 3.3. to the extent necessary in order to perform the Services, provide Picker and all Picker Staff with access to the Client's premises, office accommodation and other facilities;

- 3.4. obtain and maintain all necessary licences, permissions and consents which may be required in order for it to enter into the Agreement and perform its obligations under the Agreement;
- 3.5. keep any Picker Property which may at any time be present at the Client's premises in safe custody and not dispose of or use any such Picker Property other than in accordance with Picker's written instructions or authorisation;
- 3.6. if required by Picker, prepare samples of individuals according to Picker's data specifications as notified to the Client before or as soon as practicable after the date of the Agreement;
- 3.7. if required by Picker or stated in the Scope of Work provide mailing labels for individuals in each mailing and attach a mailing label to each envelope provided by Picker and mail the envelope for each first mailing, first reminder and final reminder respectively; and
- 3.8. if honorary contracts have been entered into by Picker Staff and the Client, provide to such Picker Staff under the terms of the honorary contracts, the names and addresses of individuals in the sample.

4. Fees and Payment

- 4.1. The Charges shall be on the basis set out in the Scope of Work or as otherwise agreed by the parties. The Charges are inclusive of all printing, packing, freepost, freephone, data entry and reporting costs.
- 4.2. The Charges are based on those assumptions that as to the number of hours required to be taken by Picker Staff in providing the Services as set out in the Scope of Work and that the draft report prepared by Picker is, prior to being finalised, subject to no more than two revisions in light of comments made by the Client. To the extent that additional time is spent by Picker Staff in providing the Services on account of any further comments or any change to the nature of the Services required by the Client (including any change to the techniques being used or to any sample size or on account of any additional analysis, updating of reports or other services being required or as a consequence of inaccurate or incomplete information being provided by the Client) the Client shall pay to Picker additional charges based on the additional time incurred by Picker Staff which shall, unless the parties agree otherwise in writing, be made by reference to Picker's standard hourly charges as may be advised to the Client from time to time.
- 4.3. The Charges only relate to the specific services, including the techniques, data analysis and survey sizes referred to in the Scope of Work and additional charges shall apply to the extent that Picker provides any additional services to the Client including as a consequence of any change required by the Client to the techniques or analysis to be applied by Picker and/or to any survey size. Additional charges may also apply to the extent that inaccurate information is provided by the Client which means that additional time is incurred by Picker staff in providing the Services. Any such additional charges shall, unless the parties agree otherwise in writing, be made by reference to Picker's standard charges as may be advised to the Client from time to time.
- 4.4. In addition to the Charges, Picker shall be entitled to charge the Client for any agreed third party costs and for any out of pocket expenses reasonably incurred by Picker or Picker Staff engaged in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses attending meetings with the Client.
- 4.5. Save to the extent provided to the contrary in the Scope of Work, Picker shall invoice the Client in respect of the Services as to 50% of the total Charges upon agreement of the Scope of Work with the balance of the Charges being invoiced on delivery of the Report and provided that Picker reserves the right to require payment in advance of the entirety of the Charges and/or security for payment of the Charges from the Client.

- 4.6. The Client shall pay each invoice submitted by Picker within 30 days of the date of the invoice in full and in cleared funds by electronic transfer of funds to such bank account nominated in writing by Picker to the Client and all amounts due and payable to Picker under the Agreement shall be paid in sterling.
- 4.7. All amounts payable by the Client under the Agreement are exclusive of amounts in respect of value added tax (VAT) which may be chargeable by Picker and where any taxable supply for VAT purposes is made under the Agreement, the Client shall, on receipt of a valid VAT invoice from Picker, pay to Picker such VAT amount at the same time as payment is due for the supply of the Services.
- 4.8. If the Client fails to make any payment due to Picker under the Agreement by the due date for payment, then the Client shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of England's base rate which changes from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount.
- 4.9. The Client shall pay all amounts due under the Agreement in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). Picker may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Client against any amount payable by Picker to the Client and may delay performance of delivery of Report pending payment of the Charges in full or security being put in place for such payment as may be requested by Picker.

5. Confidentiality

- 5.1. Picker undertakes that it shall keep confidential and not disclose to any third party or publish Client Data, the Report, the Research Findings, the Survey Responses or the Work Product otherwise than as permitted by the Agreement or for the purposes of providing the Services (including to its employees, staff and sub-contractors).
- 5.2. To the extent that Picker appoints a sub-contractor to provide any of the Services, Picker shall be entitled to disclose to such sub-contractor any of the Client Data, the Report, the Survey Responses, the Research Findings or the Work Product provided that such sub-contractor agrees to keep such information confidential on the same basis as per clause 5.1 and Picker shall be responsible for any breach by any such sub-contractor of such provisions. Picker may use sub-contractors for the following services:
 - 5.2.1. Printing and distribution of paper surveys, and;
 - 5.2.2. Data capture of paper surveys, and;
 - 5.2.3. Survey helplines (including phone and email), and;
 - 5.2.4. Online survey management software, and;
 - 5.2.5. Research contractors and fieldwork agencies, and;
 - 5.2.6. Postal services.
- 5.3. The Report, the Research Findings and the Work Product will be prepared by Picker for the sole use of the Client and the Client shall not disclose to any third party or publish the Report, the Research Findings or the Work Product otherwise than as permitted by the Agreement or as set out in clause 5.4.
- 5.4. To the extent that the Client wishes to publish the Report or the Research Findings the Client must obtain Picker's prior written consent unless such publication is expressly permitted or contemplated by the Scope of Work. The Client may disclose information from the Work Product subject to compliance with all applicable laws concerning the use of such data and provided that in doing so it makes no reference to Picker without Picker's prior written consent.
- 5.5. Any publication of the Report or the Research Findings in whole or in part must acknowledge Picker as the source of the published material and must not alter, adapt or in any way misrepresent any part of the Report or the Research Findings therein or publish it

in a misleading way and Picker reserves the right to publish any correction or clarification without the approval of the Client if it reasonably believes that any of the provisions of this clause 5.5 have been breached by the Client.

- 5.6. The Client undertakes to Picker to keep Picker Surveys and Picker Tools strictly private and confidential and not use any Picker Survey or Picker Tools for any future survey conducted by it without the prior written consent of Picker and provided that this clause shall not prevent the use by the Client in such manner as it sees fit of any Picker Survey to which it acquires copyright from Picker pursuant to clause 6.3.
- 5.7. Picker reserves the right to make use of Edited Work Product in such manner as it sees fit for research and comparative study purposes and may aggregate anonymised survey responses with those taken from other surveys conducted by it to form a results database for national and regional data analysis and publication. Picker may also use for research purposes and/or publish any of the Work Product or Research Findings provided that such information is only used or published in an anonymised and aggregated form. For these purposes copies of Survey Responses, Research Findings, Work Product, Edited Work Product and/or the Report may be retained by Picker following the date of delivery of the Report to the Client.
- 5.8. Nothing in this clause 5 shall prevent the disclosure by any person of any information to the extent required by law or a court of competent jurisdiction.

6. Intellectual Property and Licence

- 6.1. Picker shall not acquire any right, title or interest in any Intellectual Property Rights comprised in the Client Data which shall remain the property of the Client.
- 6.2. Copyright and all other Intellectual Property Rights in the Work Product, the Research Findings and the Report, including the format of the Report, shall be owned by Picker, but Picker hereby grants to the Client a personal, non-exclusive, royalty free, worldwide licence to use the same in accordance with the terms of the Agreement and provided that the Client shall have no right to use the Work Product, the Research Findings or the Report unless and until payment in full of the Charges in cleared funds has been made to Picker in accordance with the Agreement.
- 6.3. Picker shall retain full ownership of all Intellectual Property Rights it may have in all Picker Tools, including all techniques, processes, methodologies and know-how (databases, computer programs and software, proposals, survey questionnaires and topic guides used in the fieldwork) provided that Picker may agree to assign copyright in the Picker Survey to the Client subject to payment of such additional fee as may be agreed with the Client.
- 6.4. The Client undertakes to Picker not to remove any copyright notice, Picker trade marks, logos, branding or reference to Picker from any of the Deliverables without Picker's written consent.
- 6.5. The Client further undertakes not to modify, adapt or abridge any Picker Survey or part thereof (including any of the questions contained therein) without the prior written consent of Picker.

7. Data Protection

- 7.1. The parties acknowledge that Client Data and Survey Responses contain or may contain personal data relating to survey respondents, such as names and addresses, and/or other persons ("**Personal Data**") which shall be processed by Picker for the purposes of providing the Services. Accordingly, the parties shall comply with all applicable requirements of Data Protection Laws in relation to the sharing of Personal Data and its processing in connection with the Agreement and this clause 7 is in addition to, and does not relieve, remove or replace, a party's obligations under Data Protection Laws in relation to Personal Data.
- 7.2. All Personal Data provided to or received by Picker or Picker Staff pursuant to the Agreement, including under an honorary contract, shall be processed by Picker as **data**

processor in accordance with the instructions of the Client as **data controller** or on the basis set out in the Agreement. Accordingly, Picker shall be liable to the Client for any act or omission of Picker Staff under an honorary contract and the Client shall not take any action, and hereby waives any right of action or claim it may have, against Picker Staff under any honorary contract.

7.3. Without prejudice to the generality of clause 7.1, Picker shall, in relation to all Personal Data processed by it in connection with the Agreement:

- 7.3.1. process the Personal Data only to the extent necessary for the purpose of performing the Services or on the written instructions of the Client save to the extent that Picker is otherwise required by UK law to process Personal Data ("Applicable Laws");
- 7.3.2. ensure that it has in place appropriate technical and organisational systems, processes and/or policies, which meet the requirements of Data Protection Laws, to protect against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data, and which are appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the Personal Data having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it, and by obtaining and maintaining relevant accreditations);
- 7.3.3. ensure that all of its employees, staff or other personnel who have access to and/or process the Personal Data are obliged to keep it confidential;
- 7.3.4. at the Client's cost and expense assist the Client in (i) responding to any request from a data subject (as defined under Data Protection Laws) in relation to the Personal Data, (ii) ensuring compliance with its obligations under Data Protection Laws with respect to the Personal Data in relation to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators taking into account the nature of the processing conducted by Picker and the information available to it, and (iii) providing information about technical and organisational systems, processes, and/or policies where such requests would not already be evidenced by Picker obtaining and maintaining relevant accreditations;
- 7.3.5. notify the Client without undue delay on becoming aware of any personal data breach (as defined in Data Protection Legislation) or any disclosure requests (whether or not legally binding) which relates to the Personal Data;
- 7.3.6. maintain appropriate records and information to demonstrate its compliance with this clause 7 as required by Data Protection Laws and permit and co-operate with any audit, including inspection, of such records and information requested by the

Client or which may be conducted by an auditor mandated by the Client for such purpose;

7.3.7. not transfer any such Personal Data outside of the UK or European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:

- (i) Picker or the Client has provided appropriate safeguards in relation to the transfer;
- (ii) the data subject has enforceable rights and effective legal remedies;
- (iii) Picker complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
- (iv) Picker complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data.

7.4. Picker may only appoint additional sub-contractors for services different to those listed in clause 5.2, of Personal Data held by it in connection with the Agreement with the prior authorisation of the Client. Subject to Picker entering into a written agreement with the sub-contractor that incorporates terms which are substantially similar to those set out in this clause 7 and provided that as between the Client and Picker, Picker shall remain fully liable for all acts or omissions of any sub-contractor appointed by it pursuant to this clause 7.4 and the provisions of clause 13.11 shall be subject to this clause 7.4.

7.5. Personal Data shall only be retained by Picker or Picker Staff for so long as necessary in order to provide the Services and shall be returned by Picker or Picker Staff to the Client and/or destroyed or deleted from its systems, to the extent reasonably practicable, at the written request of the Client provided that Picker shall have no liability to the Client in connection with the Services or under the Agreement to the extent that it is unable to perform the Services as a consequence of any such request.

7.6. The Client shall procure that in providing Client Data to Picker or Picker Staff it will comply with all Data Protection Laws and hereby represents and warrants to Picker that all such data shall be provided to Picker lawfully and fairly in accordance with such Data Protection Laws and that Picker and Picker Staff are entitled to process such data on the basis set out in the Agreement and that no breach of confidentiality shall occur through any such data being provided to Picker. The Client hereby undertakes to indemnify Picker and at all times keep Picker indemnified from and against any and all losses, claims, liabilities, costs or expenses (including without limitation, reasonable legal fees and costs) suffered or incurred by Picker which arise from or relate to the Client's breach of any of the provisions of this clause 7.6.

8. Liability

8.1. Picker shall have no responsibility for the use by the Client of the Client Survey, the Work Product or the Report.

8.2. Subject to clause 8.3:

8.2.1. Picker shall under no circumstances whatever be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss or corruption of data, loss of business opportunity, loss of revenue, turnover, reputation or goodwill or any indirect or consequential loss arising under or in connection with the Agreement;

8.2.2. Picker's total liability to the Client in respect of all other losses arising under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 150% of the Charges payable to Picker for the Services; and

8.2.3. Picker does not warrant that the supply of the Services or the conduct of any survey through any websites or materials hosted by Picker or any of its sub-contractors or

in any other manner using electronic or computerised means will be uninterrupted, error free or free from viruses.

- 8.3. Nothing in these Conditions shall limit or exclude Picker's liability for:
- 8.3.1. death or personal injury caused by its negligence, or the negligence of its employees, agents or sub-contractors;
 - 8.3.2. fraud or fraudulent misrepresentation; or
 - 8.3.3. any matter which may not be excluded as a matter of law.

9. Term

- 9.1. The term of the Agreement shall commence on the date the Scope of Work is agreed by the parties and shall continue unless and until this Agreement is terminated pursuant to clause 9.2 or clause 10.
- 9.2. If the Services relate to an annual survey, Picker's engagement under the Agreement to provide the Services in respect of that Client Survey shall be automatically renewed for any repetition or updating of the Client Survey in any future year on the same terms as set out in the Agreement unless the Client or Picker gives not less than [90] days' prior written notice of termination of this Agreement to the other such notice to expire by no later than the anniversary of the date on which the parties agreed the Scope of Work.
- 9.3. If the Services relate to an annual survey, where a multi year discount has been applied, the multi year discount will only apply if the agreement is completed in full. If a multi year agreement is terminated before completion of the full term, any work completed will be charged at the appropriate rate for the new length of term.

10. Termination

- 10.1. Without limiting its other rights or remedies, the Client may terminate the Agreement with immediate effect by giving written notice to Picker if Picker is in material breach of the terms of the Agreement and Picker has not remedied such breach within 30 days of being requested to do so by the Client in writing.
- 10.2. Without limiting its other rights or remedies, Picker may terminate the Agreement with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under the Agreement on the due date for payment and fails to pay all outstanding amounts within 10 days after being notified in writing to do so.
- 10.3. On termination of the Agreement for any reason:
- 10.3.1. the Client shall immediately pay to Picker all of Picker's outstanding unpaid invoices and any applicable interest;
 - 10.3.2. Picker shall be entitled to invoice the Client for such proportion (as calculated by Picker in its absolute discretion) of the Charges in respect of work carried out by Picker under the Agreement and all expenses and other costs incurred by Picker and/or Picker Staff in connection therewith which have not previously been invoiced;
 - 10.3.3. Further to clause 9.3, where the Agreement relates to an annual survey, Picker shall be entitled to invoice the Client such rate as appropriate to the duration or scale of programme completed;
 - 10.3.4. Picker shall return and/or destroy/delete all Client Data on the basis set out in clause 7.5; and
 - 10.3.5. subject to payment by the Client of all outstanding Picker invoices in respect of the Charges, Picker shall provide the Client with any Survey Responses and Work Product in its possession or control.
- 10.4. Without limiting its other rights or remedies, Picker may suspend provision of the Services if the Client is in breach of any of the terms of the Agreement including failing to pay any amount due under the Agreement on the due date for payment.
- 10.5. The termination of the Agreement for any reason shall be without prejudice to any accrued rights, remedies, obligations and liabilities of the parties which shall be unaffected,

including any right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.

- 10.6. If the Client purports to cancel the Agreement otherwise than as permitted in this clause 9 Picker shall have the right, at its discretion, to accept such cancellation on the basis that the Client shall indemnify and keep Picker indemnified in respect of any loss, liability, cost or expense suffered or incurred by Picker in connection with the Agreement or its cancellation.

11. Restriction on recruitment of Picker Staff

During the term of the Agreement and for a period of six months after the date the Agreement terminates or expires, the Client undertakes that it shall not employ or engage or solicit the employment or engagement by it of any Picker Staff or former Picker Staff who have been engaged in providing the Services and who is known to the Client (each such person being a **Relevant Employee**) either directly or indirectly (which shall include via a service company owned or controlled by a Relevant Employee or any person connected with such person) and whether on a full or part time basis and whether as an employee, consultant, contractor, adviser or otherwise without the prior written consent of Picker which may only be provided if the Client pays a recruitment fee to Picker equal to 15% of the Relevant Employee's gross remuneration (including, without limitation, all salary, bonuses, consultancy fees and pension contributions but excluding any VAT chargeable on any of the foregoing to the extent applicable) payable in respect of the last 12 months of such person's engagement with Picker (or, if such person has been or was engaged by Picker for less than 12 months, the annualised amount of such person's gross remuneration payable to them by Picker) such fee to be payable to Picker by the Client prior to any such person being employed or engaged directly by the Client.

12. Force majeure

Picker shall not be liable to the Client as a result of any delay or failure to perform its obligations under the Agreement as a result of a Force Majeure Event. For the purposes of this clause 12, a Force Majeure Event means an event beyond the reasonable control of Picker including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of Picker or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

13. General

- 13.1. Neither party shall make any public announcement or disclosure concerning the Client Survey, the Report, the Research Findings or the terms of the Agreement or refer to the other (or any company holding shares in or associated with the other party or any of its officers, employees or agents) in any press release or promotional statements without the prior written approval of the other party.
- 13.2. If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Agreement.

- 13.3. A waiver of any right under the Agreement or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 13.4. Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for or to bind the other party in any way.
- 13.5. A person who is not a party to the Agreement shall not have any rights to enforce its terms.
- 13.6. Except as specifically provided herein, no variation of the Agreement, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by Picker.
- 13.7. The Agreement contains the entire agreement and understanding between the parties relating to the provision of the Services and supersedes all prior agreements, arrangements and understandings between the parties relating to that subject matter. The Client agrees that, in entering into the Agreement, either it did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in the Agreement or (if it did rely on any representations, whether written or oral, not expressly set out in the Agreement) that it shall have no remedy in respect of such representations and (in either case) Picker shall have no liability in any circumstances otherwise than in accordance with the express terms of the Agreement in respect of which the Client's only remedy shall be damages for breach of contract and provided that nothing in this clause shall exclude Picker's liability on account of fraud or any fraudulent misrepresentation.
- 13.8. Any examples, descriptions, brochures, marketing or advertising materials issued by Picker, and any descriptions or illustrations contained in Picker's publications or advertising or marketing materials, are issued or published for the sole purpose of giving an approximate idea of Picker's services and shall not form part of the Agreement or have any contractual force between the parties.
- 13.9. The terms of the Agreement apply to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 13.10. Any fee or costs estimate given by Picker shall not constitute an offer and nor shall it be fixed or binding on Picker unless Picker specifically agrees to the contrary.
- 13.11. Picker may at any time assign, transfer, mortgage, charge, sub-contract or deal in any other manner with all or any of its rights under the Agreement and may sub-contract or delegate in any manner any or all of its obligations under the Agreement to any third party or agent. To the extent Picker subcontracts any of its obligations under the Agreement, Picker shall remain liable to the Client for the performance of its obligations under the Agreement and Picker shall be permitted to disclose to any such sub-contractor Client Data, Survey Data, Deliverables or Research Findings.
- 13.12. The Client shall not, without the prior written consent of Picker, assign, transfer, mortgage, charge, sub-contract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Agreement.

14. Notices

- 14.1. Any notice given to a party under or in connection with the Agreement shall be in writing and shall be:

- 14.1.1. delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - 14.1.2. sent by email to the email addresses of such representative of the relevant party who was primarily responsible for agreeing the Scope of Work or who is held out as the person who is the principal contact of the relevant party in relation to the Services
- or such other address or email address as may be notified to the other party for the purposes of receiving notices under this clause.
- 14.2. Any notice shall be deemed to have been received:
 - 14.2.1. if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
 - 14.2.2. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and
 - 14.2.3. if sent by email, at 9.00 am on the next Business Day after being received.
 - 14.3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

15. Governing law and jurisdiction

- 15.1. The Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the law of England and Wales.
- 15.2. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).

General Terms and Conditions for Qualtrics Services (“GTC”)

1. Definitions.

- 1.1 “**Affiliate**” of a party means any legal entity in which such party, directly or indirectly, holds more than 50% of the entity’s shares or voting rights, as long as that interest is maintained.
- 1.2 “**Agreement**” means an Order Form and documents incorporated into an Order Form, including this GTC.
- 1.3 “**Authorized User**” means any individual that Customer authorizes to use the Cloud Service that is an employee, agent, contractor, or representative of Customer or Customer’s Affiliates.
- 1.4 “**Cloud Service**” means any distinct, subscription-based, hosted, supported, and operated on-demand solution provided by Qualtrics under an Order Form.
- 1.5 “**Cloud Materials**” means any materials provided or developed by Qualtrics (independently or with Customer’s cooperation) in the course of performance under the Agreement, including Analyses and materials provided or developed in the delivery of any support or Professional Services to Customer. Cloud Materials do not include Customer Data, Customer Confidential Information, or the Cloud Service.
- 1.6 “**Confidential Information**” means all information that the disclosing party protects against unrestricted disclosure to others that (a) the disclosing party or its representatives designate as confidential, internal, or proprietary at the time of disclosure, or (b) should reasonably be understood to be confidential at the time of disclosure given the nature of the information and the circumstances surrounding its disclosure.
- 1.7 “**Customer**” means the customer set forth in the Order Form.
- 1.8 “**Customer Data**” means any content, materials, data, and information that Authorized Users enter or collect into the production system of the Cloud Service or that Customer derives from its use of and stores in the Cloud Service (e.g., Customer-specific reports). Customer Data and its derivatives will not include Qualtrics’ Confidential Information.
- 1.9 “**Documentation**” means Qualtrics’ then-current technical and functional documentation, including any roles and responsibilities descriptions relating to the Cloud Services, that Qualtrics makes available to Customer under the Agreement.
- 1.10 “**Export Laws**” means all import, export control, and sanctions laws of the United States.
- 1.11 “**Feedback**” means input, comments, or suggestions regarding Qualtrics’ business and technology direction and the possible creation, modification, correction, improvement, or enhancement of the Cloud Service or Cloud Materials.
- 1.12 “**Order Form**” means the medium by which the parties agree to Customer’s purchase of the Cloud Service or Professional Service, including, as applicable, an ordering document that references the GTC.
- 1.13 “**Product Terms**” means the product terms relating to Customer’s use of the Cloud Service as set forth in an Order Form.
- 1.14 “**Professional Services**” means implementation services, consulting services, or other related services provided under an Order Form.
- 1.15 “**Qualtrics**” means Qualtrics, LLC, or the affiliate thereof set forth in the Order Form.
- 1.16 “**Subscription Term**” means the term of the Cloud Service subscription identified in the applicable Order Form, including all renewals.
- 1.17 “**Taxes**” means all transactional taxes, levies, and similar charges (and any related interest and penalties), such as federal, state, or local sales tax; value added tax; goods and services tax; use tax; excise tax; service tax; or similar taxes.
- 1.18 “**Usage Metric**” means the standard of measurement for determining the permitted use and calculating the fees due for the Cloud Service as set forth in an Order Form.

2. Usage Rights and Restrictions.

- 2.1 Grant of Rights.** As set forth in the Order Form, Qualtrics grants to Customer a non-exclusive and non-transferable right to use the Cloud Service, Cloud Materials, and Documentation solely for Customer's and its Affiliates' internal business purposes, including collecting information from third parties for such internal business purposes. Customer may use the Cloud Service worldwide except from countries or regions where such use is prohibited by Export Laws or as set forth in an Order Form. Permitted uses and restrictions of the Cloud Service also apply to Cloud Materials and Documentation.
- 2.2 Authorized Users.** Customer may permit Authorized Users to use the Cloud Service. Usage is limited to the Usage Metrics and volumes stated in the Order Form. Customer will not permit an Authorized User's access credentials for the Cloud Service to be used by more than one individual but may permit them to be transferred from one individual to another if the original user is no longer permitted to use the Cloud Service. Customer is responsible for breaches of the Agreement caused by Authorized Users.
- 2.3 Acceptable Use Policy.** Customer will not:
- (a) copy, translate, disassemble, decompile, make derivative works of, or reverse engineer the Cloud Service or Cloud Materials (or attempt any of the foregoing);
 - (b) enter, store, collect, or transfer any content or data on or through the Cloud Service that is unlawful or infringes any intellectual property, privacy, publicity, or other rights;
 - (c) use the Cloud Service in a way that circumvents Usage Metrics or Product Terms;
 - (d) access the Cloud Service through unauthorized means (e.g., scraping, crawling, or penetration testing);
 - (e) circumvent or endanger the operation or security of the Cloud Service; or
 - (f) remove Qualtrics' copyright and authorship notices from the Cloud Service or Cloud Materials.
- 2.4 Verification of Use.** Qualtrics may monitor use to the extent necessary to verify compliance with Usage Metrics, volume, and the Agreement.
- 2.5 Suspension of Cloud Service.** Qualtrics may suspend or limit use of the Cloud Service if continued use breaches Section 2.3 or may result in material harm to the Cloud Service or its users. Qualtrics will promptly notify Customer of the suspension or limitation and will limit a suspension or limitation in time and scope as reasonably possible under the circumstances.
- 2.6 Third-Party Web Services.** Through the Cloud Service, Customer may access integrations with web services made available by third parties and subject to terms and conditions with those third parties. These third-party web services are not part of the Cloud Service, and the Agreement does not apply to them.
- ## **3. Qualtrics Responsibilities.**
- 3.1 Provisioning.** Qualtrics provides access to the Cloud Service as described in the Agreement.
- 3.2 Support.** Qualtrics provides support for the Cloud Service as referenced in the Order Form or the Documentation.
- 3.3 Security.** Qualtrics will implement and maintain technical and organizational measures to protect the personal data processed by Qualtrics as part of the Cloud Service as described in the Data Processing Agreement attached hereto as Exhibit A ("**DPA**").
- 3.4 Modifications.**
- (a) Qualtrics may modify the Cloud Service if such modification does not materially degrade the Cloud Service. Qualtrics will inform Customer of modifications by email, the support portal, Documentation, or the Cloud Service. Modifications may include optional new features for the Cloud Service, which Customer may use subject to the then-current Documentation.
 - (b) If a modification materially degrades the Cloud Service, Customer may, by notifying Qualtrics in writing within 30 days after receiving Qualtrics' informational notice, terminate its subscription to the affected Cloud Service and receive a refund as set forth in Section 6.3.

3.5 Analyses.

- (a) Qualtrics or Qualtrics' Affiliates may create analyses using, in part, Customer Data and information derived from Customer's use of the Cloud Service and Professional Services, as set forth below ("**Analyses**"). Qualtrics will anonymize and aggregate information included in Analyses, and Analyses will not include any personal data.
- (b) Analyses may be used for the following purposes:
 - (1) product improvement (in particular, product features and functionality, workflows, and user interfaces) and development of new Qualtrics products and services,
 - (2) improving resource allocation and support,
 - (3) internal demand planning,
 - (4) training and developing machine learning algorithms,
 - (5) improving product performance, and
 - (6) identification of industry trends and developments, creation of indices and anonymous benchmarking.

4. Customer and Personal Data.

4.1 Customer Data. As between the parties, Customer is responsible for the content and accuracy of the Customer Data and for entering it into the Cloud Service.

4.2 Personal Data. Customer will collect and maintain all personal data contained in the Customer Data in compliance with applicable data privacy and protection laws. The DPA will govern the processing of any personal data in the Cloud Service.

4.3 Security. Customer will maintain reasonable security standards for its Authorized Users' use of the Cloud Service. Customer will not conduct or authorize penetration tests of the Cloud Service without Qualtrics' prior written consent.

4.4 Access to Customer Data.

- (a) During the Subscription Term, Customer may access Customer Data at any time and may export and retrieve Customer Data in a standard format. If Customer is unable to retrieve Customer Data, then upon Customer's request, Qualtrics and Customer will find an alternative reasonable method to allow Customer access to Customer Data, which may include Qualtrics delivering an export to Customer.
- (b) After the end of the Agreement, Qualtrics will delete all Customer Data remaining on servers hosting the Cloud Service unless applicable law requires retention. Retained data is subject to the confidentiality provisions of the Agreement.
- (c) If Customer requires Qualtrics' assistance in connection with third-party legal proceedings relating to the Customer Data, Qualtrics will cooperate with Customer and comply with applicable law (both at Customer's expense) with respect to handling of the Customer Data.

5. Fees and Taxes.

5.1 Fees and Payment. Customer will pay fees as agreed in the Order Form. If Customer does not pay fees in accordance with the terms of the Agreement, then, after prior written notice, Qualtrics may suspend Customer's use of the applicable Cloud Service until payment is made. Any fees not paid when due will accrue interest at the maximum legal rate. If Customer disputes any fees in good faith, then the parties will use commercially reasonable efforts to promptly resolve such dispute. Customer will not withhold, reduce, or set off fees owed nor reduce Usage Metrics during the Subscription Term. Except as set forth in the Agreement, all Order Forms are non-cancellable and all fees are non-refundable.

5.2 Taxes.

- (a) Fees and other charges imposed under an Order Form will not include Taxes. Customer is responsible for all Taxes. Customer will provide to Qualtrics any direct pay permits or valid tax-

exempt certificates prior to signing an Order Form. If Qualtrics is required to pay Taxes, Customer will reimburse Qualtrics for those amounts and related costs paid or payable by Qualtrics attributable to those Taxes.

- (b) If Customer is required by law to withhold income or corporate income tax or a similar tax from any gross payment to Qualtrics under this Agreement, Customer may withhold or deduct such tax (at the lowest rate permitted by applicable law) from the gross amount to be paid to Qualtrics if Customer provides to Qualtrics a valid withholding tax certificate as prescribed by applicable law. If Customer does not provide this certificate within a reasonable time, Customer will reimburse Qualtrics for the amount deducted.

6. Term and Termination.

6.1 Term. The Subscription Term is as stated in the Order Form.

6.2 Termination. A party may terminate the Agreement:

- (a) upon 30 days' prior written notice if the other party materially breaches the Agreement unless the breach is cured during that 30-day period,
- (b) as permitted under any other section herein (with termination effective 30 days after receipt of notice in each of these cases unless a different period is specified), or
- (c) immediately if the other party files for bankruptcy, becomes insolvent, makes an assignment for the benefit of creditors, or materially breaches Sections 11 or 12.6.

6.3 Refund and Payments. For termination by Customer or an 8.1(c) termination by Qualtrics, Customer will be entitled to:

- (a) a pro-rata refund in the amount of the unused portion of prepaid fees for the terminated subscription calculated as of the effective date of termination, and
- (b) a release from the obligation to pay fees due for periods after the effective date of termination.

6.4 Effect of Expiration or Termination. Upon the effective date of expiration or termination of the Agreement:

- (a) Customer's right to use the Cloud Service and all Qualtrics Confidential Information will end, and
- (b) Confidential Information of the disclosing party will be retained, returned, or destroyed as required by the Agreement or applicable law.

6.5 Survival. Sections 1, 5, 6.3, 6.4, 6.5, 8, 9, 10, 11, and 12 will survive the expiration or termination of the Agreement.

7. Warranties.

7.1 Compliance with Law. Each party warrants its current and continuing compliance with all laws and regulations applicable to it in connection with:

- (a) for Qualtrics, the operation of Qualtrics' business as it relates to the Cloud Service, and
- (b) for Customer, the Customer Data and Customer's use of the Cloud Service.

7.2 Good Industry Practices. Qualtrics warrants that it will provide the Cloud Service:

- (a) in substantial conformance with the Documentation; and
- (b) with the degree of skill and care reasonably expected from a skilled and experienced global supplier of services substantially similar to the nature and complexity of the Cloud Service.

7.3 System Availability.

- (a) Qualtrics warrants to maintain an average monthly system availability for the production system of the Cloud Service as defined in the applicable service level agreement ("**SLA**").
- (b) Customer's sole and exclusive remedies for Qualtrics' breach of the SLA are (1) the issuance of a credit in the amount described in the SLA and (2) the termination and refund right set forth below. Customer may apply the credit to a future invoice for the Cloud Service or, if no future

invoice is due, Customer may request, and Qualtrics will pay, a refund in the amount of the credit.

- (c) If Qualtrics fails to meet the SLA (1) for four consecutive months, (2) for five or more months during any twelve-month period, or (3) at a system availability level of at least 95% for one calendar month, Customer may, by notifying Qualtrics in writing within 30 days after the failure, terminate its subscription to the affected Cloud Service and receive a refund as set forth in Section 6.3.

7.4 Warranty Exclusions. The warranties in Sections 7.2 and 7.3 will not apply if:

- (a) the Cloud Service is not used in accordance with the Agreement or Documentation,
- (b) any non-conformity is caused by Customer or by any product or service not provided by Qualtrics, or
- (c) the Cloud Service was provided for no fee.

7.5 Disclaimer. Except as expressly provided in the Agreement, Qualtrics makes no representations or warranties, express or implied, statutory or otherwise, regarding any matter, including non-infringement or merchantability, suitability, originality, or fitness for a particular use or purpose. Customer acknowledges that it is not relying on delivery of future functionality, public comments, advertising of Qualtrics, or product roadmaps in obtaining subscriptions for any Cloud Service.

8. Third-Party Claims.

8.1 Claims Brought Against Customer.

- (a) Qualtrics will defend and indemnify (as set forth in the next sentence) Customer against claims brought against Customer and its Affiliates by any third party alleging that Customer's or its Affiliates' use of the Cloud Service infringes or misappropriates a patent claim, copyright, or trade secret right. Qualtrics will indemnify Customer against all damages and costs awarded against Customer and its Affiliates (or the amount of any settlement Qualtrics enters into) with respect to these claims.
- (b) Qualtrics' obligations under Section 8.1 will not apply if the claim results from (1) use of the Cloud Service not permitted under the Agreement, (2) use of the Cloud Service in conjunction with any product or service not provided by Qualtrics, or (3) use of the Cloud Service provided for no fee.
- (c) If a third party makes a claim, or in Qualtrics' reasonable opinion is likely to make such a claim, Qualtrics may at its expense (1) procure for Customer the right to continue using the Cloud Service under the terms of the Agreement, or (2) replace or modify the Cloud Service to be non-infringing without a material decrease in functionality. If these options are not reasonably available, Qualtrics or Customer may terminate Customer's subscription to the affected Cloud Service upon written notice to the other, in which case Customer may receive a refund as set forth in Section 6.3.

8.2 Claims Brought Against Qualtrics. Customer will defend and indemnify (as set forth in the next sentence) Qualtrics against claims brought against Qualtrics and its Affiliates and subcontractors by any third party related to Customer Data. Customer will indemnify Qualtrics against all damages and costs awarded against Qualtrics and its Affiliates and subcontractors (or the amount of any settlement Customer enters into) with respect to these claims.

8.3 Third-Party Claim Procedure. All third-party claims under Section 8 will be conducted as follows:

- (a) the party against whom a third-party claim is brought (the "**Indemnified Party**") will timely notify the other party (the "**Indemnifying Party**") in writing of any claim and will reasonably cooperate in the defense of such claim;
- (b) the Indemnifying Party will have the right to fully control the defense;

- (c) subject to Section 8.3(b), the Indemnified Party may appear (at its own expense) through counsel reasonably acceptable to the Indemnifying Party;
- (d) any settlement of a claim will not include a financial or specific performance obligation on, or admission of liability by, the Indemnified Party; and
- (e) the Indemnifying Party's obligations will not apply if the Indemnified Party's failure to timely notify the Indemnifying Party in writing of any such claim prejudices the Indemnifying Party.

8.4 Exclusive Remedy. The provisions of Section 8 state the sole, exclusive, and entire liability of the parties and their Affiliates and subcontractors to the other party, and is the other party's sole remedy, with respect to covered third-party claims and to the infringement or misappropriation of third-party intellectual property rights.

9. Limitation of Liability.

9.1 Unlimited Liability. Neither party's liability is limited with respect to:

- (a) the parties' obligations under Section 8.1(a) and 8.2,
- (b) death or bodily injury arising from either party's gross negligence or willful misconduct, or
- (c) Customer's failure to pay any fees due under the Agreement.

9.2 Liability Cap. Subject to Section 9.1, the maximum aggregate liability of either party (or its respective Affiliates or Qualtrics' subcontractors) to the other or any other person or entity for all events (or series of connected events) arising in any 12-month period will not exceed the annual fees paid for the applicable Cloud Service or Professional Service associated with the damages for that 12-month period. Any "12-month period" commences on the Subscription Term start date or any of its yearly anniversaries.

9.3 Exclusion of Damages. Subject to Section 9.1, in no case will either party (or its respective Affiliates or Qualtrics' subcontractors) be liable to the other party for any special, incidental, consequential, or indirect damages, loss of goodwill or business profits, work stoppage, or for exemplary or punitive damages.

10. Intellectual Property Rights.

10.1 Qualtrics Ownership. Except for any rights expressly granted to Customer under the Agreement, Qualtrics or Qualtrics' Affiliates or licensors own all intellectual property rights in and related to the Cloud Service, Cloud Materials, Documentation, Professional Services, design contributions, related knowledge or processes, and any derivative works of them.

10.2 Customer Ownership. Customer retains all rights in and related to the Customer Data.

11. Confidentiality.

11.1 Use of Confidential Information.

- (a) The receiving party will:
 - (1) maintain all Confidential Information of the disclosing party in strict confidence, taking steps to protect the disclosing party's Confidential Information substantially similar to those steps that the receiving party takes to protect its own Confidential Information, which will not be less than a reasonable standard of care;
 - (2) not disclose any Confidential Information of the disclosing party to any person other than its Affiliates, employees, contractors, agents, legal representatives, accountants, or other professional advisors, in each case whose access is necessary to enable it to exercise its rights or perform its obligations under the Agreement and who are under obligations of confidentiality no less onerous than those in this Section;
 - (3) not use or reproduce any Confidential Information of the disclosing party for any purpose outside the scope of the Agreement; and

- (4) retain any confidential, internal, or proprietary notices or legends that appear on the original and on any reproductions.
- (b) Confidential Information of either party disclosed prior to execution of the Agreement will be subject to this Section.
- (c) The receiving party may disclose the disclosing party's Confidential Information to the extent required by law, regulation, court order, or regulatory agency, on the condition that the receiving party uses reasonable efforts to give the disclosing party reasonable prior notice of such required disclosure (to the extent legally permitted) and provides reasonable assistance in contesting the required disclosure, at the request and cost of the disclosing party. The receiving party will use commercially reasonable efforts to disclose only that portion of the Confidential Information that is legally requested to be disclosed and will request that all Confidential Information that is so disclosed be accorded confidential treatment.

11.2 Exceptions. The restrictions on use or disclosure of Confidential Information will not apply to any Confidential Information that:

- (a) is independently developed by the receiving party without reference to the disclosing party's Confidential Information,
- (b) has become generally known or available to the public through no act or omission by the receiving party,
- (c) at the time of disclosure, was known to the receiving party free of confidentiality restrictions,
- (d) is lawfully acquired free of restriction by the receiving party from a third party having the right to furnish such Confidential Information, or
- (e) the disclosing party agrees in writing is free of confidentiality restrictions.

11.3 Destruction of Confidential Information. Upon the disclosing party's request, the receiving party will promptly destroy or return the disclosing party's Confidential Information, including copies and reproductions thereof. The obligation to destroy or return Confidential Information will not apply:

- (a) to Confidential Information that the receiving party is legally required to retain, including because legal proceedings related to the Confidential Information prohibit its return or destruction, until the proceedings are settled or a final judgment is rendered;
- (b) to Confidential Information held in archive or back-up systems under general systems archiving or backup policies.

12. Miscellaneous.

12.1 Severability. If any provision of the Agreement is held to be wholly or in part invalid or unenforceable, the invalidity or unenforceability will not affect the other provisions of the Agreement.

12.2 No Waiver; Amendment. A waiver of any breach of the Agreement is not deemed a waiver of any other breach. The Agreement may be modified solely in writing signed by both parties, except as permitted under the Agreement.

12.3 Counterparts. The Agreement may be signed in counterparts, each of which is an original and together constitute one Agreement. Electronic signatures that comply with applicable law are deemed original signatures.

12.4 Trade Compliance.

- (a) Qualtrics and Customer will comply with Export Laws in the performance of the Agreement, with Customer being responsible for obtaining any export authorizations required for sharing Customer Data.
- (b) Customer is not (and will not use nor permit use of the Cloud Service in connection with any person that is):
 - (1) located, organized, or resident in a country or region that is subject to comprehensive economic sanctions (currently Cuba, Iran, North Korea, Syria, the Crimea region of

Ukraine, and the Donetsk People's Republic (DNR) and Luhansk People's Republic (LNR) regions of Ukraine), or

(2) a designated, denied, or otherwise restricted party under Export Laws.

- 12.5 Notices.** All notices will be in writing and deemed given when delivered, (a) for Qualtrics, to notice@qualtrics.com with a physical copy to Qualtrics, Attn: Legal, 333 W River Park Dr, Provo UT 84604, USA, or, (b) for Customer, to the email or physical address set forth in an Order Form or Agreement or by an electronic notice to Customer's authorized representative or administrator. Qualtrics may provide system notifications and information relating to the operation, hosting, or support of the Cloud Service within the Cloud Service or make such notifications available through the Qualtrics support portal. Customer will maintain up-to-date notice contact information within the Cloud Service.
- 12.6 Assignment.** Without Qualtrics' prior written consent, Customer will not assign, delegate, or transfer the Agreement (or any of its rights or obligations) to any party. Qualtrics may assign the Agreement to Qualtrics' Affiliates.
- 12.7 Subcontracting.** Qualtrics may subcontract parts of the Cloud Service or Professional Services to third parties. Qualtrics is responsible for its subcontractors' performance under the Agreement to the same extent it is responsible for its own performance.
- 12.8 Relationship of the Parties.** The parties are independent contractors, and no partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties is created by the Agreement.
- 12.9 Force Majeure.** Any delay in performance (other than for the payment of amounts due) caused by conditions beyond the reasonable control of the performing party is not a breach of the Agreement. For such a delay, the time for performance will be extended for a period equal to the duration of the conditions preventing performance.
- 12.10 Governing Law and Disputes.** The Agreement and any claims arising out of or in connection with the Agreement and its subject matter will be governed by and construed under the laws of the State of Delaware, without reference to its conflicts of law principles. The parties submit to the exclusive jurisdiction of, and the exclusive venue for any disputes arising under the Agreement will be in, the courts located in Wilmington, Delaware. Each party waives (a) any objections to the venue or jurisdictions identified in this provision, and (b) any right it may have to a jury trial for any claim or cause of action relating to the Agreement. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (where enacted) will not apply to the Agreement. Each party hereby forfeits any claim it may have relating to the Agreement that is not initiated within one year from the date when the party knew, or should have known after reasonable investigation, of the facts giving rise to the claim.
- 12.11 Entire Agreement.** The Agreement constitutes the complete and exclusive statement of the agreement between Qualtrics and Customer in connection with the parties' business relationship related to the subject matter of the Agreement. All previous representations, discussions, and writings (including any confidentiality agreements) are merged in and superseded by the Agreement, and the parties disclaim any reliance on them. Terms and conditions of any Customer-issued purchase order will have no force and effect.
- 12.12 Feedback.** Customer may in its sole discretion provide Qualtrics with Feedback, in which case Qualtrics and its Affiliates may retain and freely use such Feedback without restriction, compensation, or attribution to the source of the Feedback. Customer is not responsible for Qualtrics' use of any Feedback.

Exhibit A
Data Processing Agreement (“DPA”)
Personal Data Processing Agreement for Qualtrics Services

1. Definitions.

- 1.1 **“Controller”** means the natural or legal person, public authority, agency, or other body that, alone or jointly with others, determines the purposes and means of the processing of Personal Data. For the purposes of this DPA, if Customer acts as processor for another controller, Customer will, in relation to Qualtrics, be deemed as an additional and independent Controller with the controller rights and obligations under this DPA.
- 1.2 **“Customer Instructions”** means Customer’s documented processing instructions (a) as set forth in the Agreement (including the applicable Order Form and this DPA); (b) as reflected by Customer’s use of the Cloud Service; and (c) as otherwise reasonably provided to Qualtrics.
- 1.3 **“Data Protection Law”** means the applicable legislation protecting the fundamental rights and freedoms of natural persons and their right to privacy with regard to the processing of Personal Data under the Agreement.
- 1.4 **“Data Subject”** means an identified or identifiable natural person as defined by Data Protection Law.
- 1.5 **“Permitted Controllers”** means any other Controller permitted by Customer to use the Cloud Service in accordance with the Agreement.
- 1.6 **“Personal Data”** means any information relating to a Data Subject that is protected under Data Protection Law. For the purposes of the DPA, it includes only personal data that is (a) entered by Customer or its Authorized Users into or derived from their use of the Cloud Service; or (b) supplied to or accessed by Qualtrics or its Subprocessors to provide support under the Agreement. Personal Data is a subset of Customer Data (as defined under the Agreement).
- 1.7 **“Personal Data Breach”** means a breach of security that leads to a confirmed accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or unauthorized third-party access to Personal Data, in each case for which a Controller is required under Data Protection Law to provide notice to competent data protection authorities or Data Subjects.
- 1.8 **“Processor”** means a natural or legal person, public authority, agency, or other body that processes personal data on behalf of the controller.
- 1.9 **“Subprocessor” or “sub-processor”** means any third party authorized by Qualtrics to process Personal Data in accordance with this DPA.
- 1.10 **“Technical and Organizational Measures”** means the technical and organizational measures set forth in Schedule 2 for the Cloud Service.

2. Background.

2.1 Purpose and Application.

- (a) This DPA is incorporated into the Agreement and forms part of a written (including in electronic form) contract between Qualtrics and Customer.
- (b) This DPA applies to Personal Data processed by Qualtrics and its Subprocessors in connection with its provision of the Cloud Service.
- (c) This DPA does not apply to non-production environments of the Cloud Service if such environments are made available by Qualtrics. Qualtrics will only provide Customer with access to a non-production environment on request and will clearly indicate that such environment is a non-production environment. Customer will not store Personal Data in such environments.
- (d) The subject matter and details of the processing of Personal Data are described in Schedule 1.

2.2 Governance.

- (a) Qualtrics acts as a Processor, and Customer and Permitted Controllers act as Controllers under the DPA.
- (b) Customer will ensure that it has established all necessary lawful bases under Data Protection Laws to enable Qualtrics to lawfully process Personal Data for the purposes contemplated by the Agreement (including this DPA), including, as applicable, by obtaining all necessary consents from, and giving all necessary notices to, Data Subjects. Customer acts as a single point of contact for Permitted Controllers in accordance with this DPA. If Customer provides authorizations, consent, instructions, or permissions, these are also provided on behalf of any Permitted Controllers. If Qualtrics informs or gives notice to Customer, such information or notice is deemed received by Permitted Controllers, and Customer will forward such information and notices to the relevant Permitted Controllers.

3. Security of Processing.

3.1 Applicability of the Technical and Organizational Measures. Qualtrics has implemented and will apply the Technical and Organizational Measures. Customer has reviewed such measures and acknowledges that, as to the Cloud Service selected by Customer in the Order Form, the measures are appropriate taking into account the state of the art, the costs of implementation, and the nature, scope, context, and purposes of the processing of Personal Data.

3.2 Changes. Qualtrics may change the Technical and Organizational Measures at any time without notice so long as it maintains a comparable or better level of security. Qualtrics will publish updated versions of the Technical and Organizational Measures at www.qualtrics.com/legal/customers/gtcs/.

4. Qualtrics Obligations.

4.1 Instructions from Customer. Qualtrics will process Personal Data only in accordance with (a) Customer Instructions or (b) Section 4.2. For any Customer Instructions not made in the Agreement (including this DPA) or through Customer's use of the Cloud Service, Qualtrics will use reasonable efforts to follow such instructions to the extent they are required by Data Protection Law, technically feasible, and do not require changes to the Cloud Service. If Qualtrics cannot comply with an instruction or is of the opinion that an instruction infringes Data Protection Law, Qualtrics will immediately notify Customer (email permitted).

4.2 Processing on Legal Requirement. Qualtrics may also process Personal Data if required to do so by applicable law, in which case Qualtrics will notify Customer of that legal requirement before processing unless that law prohibits such notification.

4.3 Personnel. To process Personal Data, Qualtrics and its Subprocessors will only grant access to authorized personnel who have committed themselves to confidentiality. Qualtrics and its Subprocessors will regularly train personnel having access to Personal Data in applicable data security and data privacy measures.

4.4 Cooperation.

- (a) Except to the extent required by applicable law, at Customer's request, Qualtrics will reasonably cooperate with Customer and Permitted Controllers in dealing with requests from Data Subjects or regulatory authorities regarding Qualtrics' processing of Personal Data or any Personal Data Breach.
- (b) If Qualtrics receives a request from a Data Subject in relation to Personal Data, Qualtrics will promptly notify Customer (if the Data Subject has provided information to identify Customer and if such notification is permitted by applicable law) by email and will not respond to such request itself but instead ask the Data Subject to redirect its request to Customer.

- (c) In the event of a dispute with a Data Subject as it relates to Qualtrics' processing of Personal Data, the parties will keep each other informed and, if appropriate, reasonably cooperate with the aim of resolving the dispute amicably with the Data Subject, to the extent permitted by applicable law.
- (d) Qualtrics will provide functionality that supports Customer's ability to correct, delete, or anonymize Personal Data within a Cloud Service, or to restrict its processing in line with Data Protection Law. If such functionality is not provided, Qualtrics will assist Customer to correct, delete, or anonymize any Personal Data, or restrict its processing, in accordance with the Customer's instruction and Data Protection Law.

4.5 Personal Data Breach Notification. Qualtrics will notify Customer without undue delay after becoming aware of any Personal Data Breach and provide reasonable information in its possession to assist Customer to meet Customer's obligations to report a Personal Data Breach as required under Data Protection Law. Qualtrics may provide such information in phases as it becomes available. Such notification will not be interpreted or construed as an admission of fault or liability by Qualtrics. Except to the extent required by applicable law, neither party will notify any third party or make any public announcement regarding an incident involving Personal Data or any Personal Data Breach in a manner that would identify the other party without the other party's written consent (not to be unreasonably withheld).

4.6 Data Protection Impact Assessment. If Data Protection Law requires Customer or Permitted Controllers to perform a data protection impact assessment or prior consultation with a regulator, then, at Customer's request, Qualtrics will provide such documents as are generally available for the Cloud Service (for example, this DPA, the Agreement, and audit reports and certifications). The parties, acting reasonably and in good faith, will agree on any additional assistance.

5. Data Export and Deletion.

5.1 Export and Retrieval by Customer. During the Subscription Term and subject to the Agreement, Customer may access Personal Data at any time and may export and retrieve Personal Data in a standard format (such export constituting a "return" of Personal Data). If Customer is unable to retrieve Personal Data, then upon Customer's request, Qualtrics and Customer will find a reasonable method to allow Customer access to Personal Data, which may include Qualtrics delivering an export to Customer.

5.2 Deletion. At the end of the Subscription Term, Customer hereby instructs Qualtrics to delete all Personal Data remaining on servers hosting the Cloud Service within a reasonable time in line with Data Protection Law (not to exceed six months) unless applicable law requires retention.

6. Certifications and Audits.

6.1 Customer Audit. Customer or its independent third-party auditor reasonably acceptable to Qualtrics (which will not include any third-party auditors who are either a competitor of Qualtrics or not suitably qualified or independent) may audit Qualtrics' control environment and security practices relevant to Personal Data only if:

- (a) Qualtrics has not provided sufficient evidence of its compliance with the Technical and Organizational Measures through providing either: (1) a certification as to compliance with ISO 27001 or other standards (scope as defined in the certificate); or (2) a valid SOC1-3 attestation report;
- (b) a Personal Data Breach has occurred;
- (c) an audit is formally requested by Customer's data protection authority; or
- (d) Data Protection Law grants Customer a direct audit right, in which case Customer will only audit once in any 12-month period unless Data Protection Law requires more frequent audits.

- 6.2 Permitted Controller Audit.** Any Permitted Controller may assume Customer's rights under Section 6.1 only if it applies directly to the Permitted Controller and such audit is permitted and coordinated by Customer. Customer will use all reasonable means to combine audits of all Permitted Controllers to avoid multiple audits unless the audit must be undertaken by the Permitted Controller itself under Data Protection Law.
- 6.3 Scope of Audit.** Customer will provide at least 60 days' advance notice of any audit unless Data Protection Law or a competent data protection authority requires shorter notice. The parties, acting reasonably and in good faith, will agree on the frequency and scope of any audits. Customer audits will be limited in time to a maximum of three business days. Beyond such restrictions, the parties will use current certifications or other audit reports to avoid or minimize repetitive audits. Customer will provide the results of any audit to Qualtrics and, to the extent permitted by applicable law, treat such results as Qualtrics' Confidential Information.
- 6.4 Cost of Audits.** Customer will bear the costs of any audit unless such audit reveals a material breach by Qualtrics of this DPA, in which case Qualtrics will bear its own costs. If an audit determines that Qualtrics has breached its obligations under the DPA, Qualtrics will promptly remedy the breach at its own cost.
- 7. Subprocessors.**
- 7.1 Permitted Use.**
- (a) Qualtrics is granted a general authorization to subcontract the processing of Personal Data to Subprocessors.
 - (b) Qualtrics, or Qualtrics affiliates on its behalf, will engage Subprocessors under a written agreement consistent with the terms of this DPA in relation to the Subprocessor's processing of Personal Data. Qualtrics is responsible for the Subprocessor's performance under the Agreement to the same extent it is responsible for its own performance.
 - (c) Qualtrics will evaluate the security, privacy, and confidentiality practices of a Subprocessor prior to selection to establish that it can provide the level of protection of Personal Data required by this DPA.
 - (d) Qualtrics' list of Subprocessors in place on the effective date of the Agreement is published by Qualtrics at www.qualtrics.com/subprocessor-list, or Qualtrics will make it available to Customer upon request, including the name, address, and role of each Subprocessor.
- 7.2 New Subprocessors; Objections.**
- (a) Qualtrics will inform Customer in advance (by email, the support portal, Documentation, or the Cloud Service) of any intended additions or replacements to the list of Subprocessors, including the name, address, and role of the new Subprocessor.
 - (b) If Customer objects to the new Subprocessor's processing of Personal Data based on reasonable data protection concerns, Customer may terminate the Agreement (limited to the Cloud Service for which the new Subprocessor is intended to be used) on written notice to Qualtrics. Such termination will take effect at the time determined by Customer, but no later than 30 days after the date of Qualtrics' notice to Customer informing Customer of the new Subprocessor. If Customer does not terminate within this period, Customer is deemed to have accepted the new Subprocessor.
 - (c) Within the 30-day period after the date of Qualtrics' notice to Customer of the new Subprocessor, Customer may request that the parties discuss in good faith a resolution to the objection. Such discussions will not extend the period for termination and do not affect Qualtrics' right to use the new Subprocessor after the 30-day period.
 - (d) Any termination under this Section will be deemed to be without fault by either party and will be subject to the terms of the Agreement.

- 7.3 Emergency Replacement.** Qualtrics may replace a Subprocessor without advance notice if the reason for the change is outside of Qualtrics' reasonable control and prompt replacement is required for security or other urgent reasons. Qualtrics will inform Customer of the replacement Subprocessor as soon as possible following its appointment, and the above objection and termination rights apply accordingly.
- 8. Processing Locations.**
- 8.1 Cross-Border Data Transfers.** Qualtrics may process Personal Data, including by using Subprocessors, outside the data center region selected by Customer as necessary to provide and support the Cloud Service. If processing hereunder results in a Restricted Transfer (as defined in Schedule 3), then the applicable terms in Schedule 3 will apply.
- 8.2 Region-Specific Terms.** If Customer believes that Data Protection Law requires specific data protection terms that are not included herein (e.g., due to the location of Customer's operations), Customer will notify Qualtrics, and Qualtrics will propose the appropriate terms to include in an amendment to this DPA (e.g., as a new Schedule 4) or will provide a reasonable explanation for why such terms are not required.
- 9. Documentation; Records of Processing.** If required under Data Protection Law, each party is responsible for complying with its obligation to maintain records of processing. Each party will reasonably assist the other party in such requirements, including by providing the information the other party needs from it in a manner reasonably requested by the other party (such as using an electronic system), to enable the other party to comply with any such obligations.

Schedule 1
Subject Matter and Details of Processing

Customer / ‘Data Exporter’ Details

Name:	Customer
Contact details for data protection:	Qualtrics will contact the contact person named in the applicable Order Form
Main address:	Customer address listed in the applicable Order Form
Customer activities:	Purchasing a license for Cloud Services as described in the applicable Order Form
Role:	Controller

Provider / ‘Data Importer’ Details

Name:	Qualtrics
Contact details for data protection:	Data Protection Officer, privacy@qualtrics.com
Main address:	333 W River Park Drive, Provo, Utah 84604, USA
Provider activities:	Delivery of Cloud Services and associated services (if applicable) as described in the applicable Order Form
Role:	Processor

Details of Processing

Categories of Data Subjects:	Determined by Customer or Permitted Controllers. Unless otherwise indicated by Customer or Permitted Controller, transferred Personal Data relates to the Data Subjects having Personal Data stored in the Cloud Service, transmitted to, made available to, accessed by, or otherwise processed by the data importer.
Categories of Personal Data:	Determined by Customer or Permitted Controllers. Customer or Permitted Controllers may configure the data fields during implementation of the Cloud Service or as otherwise provided by the Cloud Service. The transferred Personal Data typically relates to the following categories of data: name, phone numbers, email address, address data, system access / usage / authorization data, company name, contract data, invoice data, and any application-specific data that Authorized Users transfer or enter into the Cloud Service.
Special Categories of Personal Data and additional associated restrictions/safeguards:	Determined by Customer or Permitted Controllers. If Customer or a Permitted Controller intends to collect Special Categories of Personal Data, it will be specified in the applicable Order Form. For purposes hereof, “Special Categories of Personal Data” means personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health, or data concerning a natural person’s sex life or sexual orientation.

	Qualtrics has taken Technical and Organizational Measures as set out in Schedule 2 to ensure a level of security appropriate to protect also Special Categories of Personal Data. The transfer of Special Categories of Personal Data may trigger the application of the following additional restrictions or safeguards if necessary, to take into consideration the nature of the data and the risk of varying likelihood and severity for the rights and freedoms of natural persons (if applicable): 1. training of personnel; 2. encryption of data in transit and at rest; 3. system access logging and general data access logging. In addition, the Cloud Service may provide measures for handling Special Categories of Personal Data as described in the Documentation.
Frequency of transfer:	Personal Data will be transferred on an ongoing basis for the duration of the Agreement.
Nature of the Processing:	The transferred Personal Data is subject to the following basic processing activities: 1. use of Personal Data to set up, operate, monitor, and provide the Cloud Service (including operational and technical support); 2. provision of professional services; 3. communication to Authorized Users; 4. storage of Personal Data in dedicated data centers (multi-tenant architecture); 5. release, development, and upload of any fixes or upgrades to the Cloud Service; 6. back up and restoration of Personal Data stored in the Cloud Service; 7. computer processing of Personal Data, including data transmission, data retrieval, and data access; 8. network access to allow Personal Data transfer; 9. monitoring, troubleshooting, and administering the underlying Cloud Service infrastructure and database; 10. security monitoring, network-based intrusion detection support, and penetration testing; and 11. execution of instructions of Customer in accordance with the Agreement.
Purpose of the Processing:	The purpose of the transfer is to provide and support the Cloud Service and any associated services. Qualtrics and its Subprocessors may support the Cloud Service data centers remotely.
Duration of Processing / retention period:	Personal Data will be retained for the duration of the Agreement and subject to Section 5 of the DPA.
Transfers to Subprocessors:	Transfers to Subprocessors will be on the same basis as set out in the DPA.

Schedule 2

Technical and Organizational Measures

This Schedule 2 describes the applicable technical and organizational measures for the purposes of the EU Standard Contractual Clauses and applicable Data Protection Law.

Qualtrics will apply and maintain the Technical and Organizational Measures.

To the extent that the provisioning of the Cloud Service involves Restricted Transfers, the Technical and Organizational Measures set forth in Schedule 2 describe the measures and safeguards that have been taken to fully take into consideration the nature of the personal data and the risks involved.

1. TECHNICAL AND ORGANIZATIONAL MEASURES

1.1 Physical Access Control. Unauthorized persons are prevented from gaining physical access to premises, buildings, or rooms where data processing systems that process or use Personal Data are located.

Measures:

- Qualtrics protects its assets and facilities using the appropriate means based on the Qualtrics security policy.
- In general, buildings are secured through access control systems (e.g., smart card access system).
- As a minimum requirement, the outermost entrance points of the building must be fitted with a certified key system including modern, active key management.
- Depending on the security classification, buildings, individual areas, and surrounding premises may be further protected by additional measures. These include specific access profiles, video surveillance, intruder alarm systems, and biometric access control systems.
- Access rights are granted to authorized persons on an individual basis according to the System and Data Access Control measures (see Section 1.2 and 1.3 below). This also applies to visitor access. Guests and visitors to Qualtrics buildings must register their names at reception and must be accompanied by authorized Qualtrics personnel.
- Qualtrics employees and external personnel must wear their ID cards at all Qualtrics locations.

Additional measures for Data Centers:

- All data centers adhere to strict security procedures enforced by guards, surveillance cameras, motion detectors, access control mechanisms, and other measures to prevent equipment and data center facilities from being compromised. Only authorized representatives have access to systems and infrastructure within the data center facilities. To protect proper functionality, physical security equipment (e.g., motion sensors, cameras, etc.) undergo maintenance on a regular basis.
- Qualtrics and all third-party data center providers log the names and times of authorized personnel entering Qualtrics' private areas within the data centers.

1.2 System Access Control. Data processing systems used to provide the Cloud Service must be prevented from being used without authorization.

Measures:

- Multiple authorization levels are used when granting access to sensitive systems, including those storing and processing Personal Data. Authorizations are managed through defined processes according to the Qualtrics security policy.

- All personnel access Qualtrics' systems with a unique identifier (user ID).
- Qualtrics has procedures in place so that requested authorization changes are implemented only in accordance with the Qualtrics security policy (for example, no rights are granted without authorization). In case personnel leave the company, their access rights are revoked.
- Qualtrics has established a password policy that prohibits the sharing of passwords, governs responses to password disclosure, and requires passwords to be changed on a regular basis and default passwords to be altered. Personalized user IDs are assigned for authentication. All passwords must fulfill defined minimum requirements and are stored in encrypted form. For domain passwords, the system forces a password change every six months in compliance with the requirements for complex passwords. Each computer has a password-protected screensaver.
- The company network is protected from the public network by firewalls.
- Qualtrics uses up-to-date antivirus software at access points to the company network (for email accounts), as well as on all file servers and all workstations.
- Security patch management is implemented to provide regular and periodic deployment of relevant security updates. Full remote access to Qualtrics' corporate network and critical infrastructure is protected by strong authentication.

1.3 Data Access Control. Persons entitled to use data processing systems gain access only to Personal Data that they have a right to access, and Personal Data must not be read, copied, modified, or removed without authorization in the course of processing, use, and storage.

Measures:

- As part of the Qualtrics security policy, Personal Data requires at least the same protection level as "confidential" information according to the Qualtrics information classification standard.
- Access to Personal Data is granted on a need-to-know basis. Personnel have access to the information that they require to fulfill their duty. Qualtrics uses authorization concepts that document grant processes and assigned roles per account (user ID). All Customer Data is protected in accordance with the Qualtrics security policy.
- All production servers are operated in the data centers or in secure server rooms. Security measures that protect applications processing Personal Data are regularly checked. To this end, Qualtrics conducts internal and external security checks and penetration tests on its IT systems.
- A Qualtrics security standard governs how data and data carriers are deleted or destroyed once they are no longer required.

1.4 Data Transmission Control. Except as necessary for the provision of the Cloud Services in accordance with the Agreement, Personal Data must not be read, copied, modified, or removed without authorization during transfer. If data carriers are physically transported, adequate measures are implemented at Qualtrics to provide the agreed-upon service levels (for example, encryption and lead-lined containers).

Measures:

- Personal Data in transfer over Qualtrics internal networks is protected according to the Qualtrics security policy.
- When data is transferred between Qualtrics and its customers, the protection measures for the transferred Personal Data are mutually agreed upon and made part of the relevant agreement. This applies to both physical and network-based data transfer. In any case, Customer assumes responsibility

for any data transfer once it is outside of Qualtrics-controlled systems (e.g., data being transmitted outside the firewall of the Qualtrics data center).

1.5 Data Input Control. It will be possible to retrospectively examine and establish whether and by whom Personal Data have been entered, modified, or removed from Qualtrics' data processing systems.

Measures:

- Qualtrics only allows authorized personnel to access Personal Data as required in the course of their duty.
- Qualtrics has implemented a logging system for input, modification and deletion, or blocking of Personal Data by Qualtrics or its subprocessors within the Cloud Service to the extent technically possible.

1.6 Job Control. Personal Data being processed on commission (i.e., Personal Data processed on a customer's behalf) is processed solely in accordance with the Agreement and related instructions of the customer.

Measures:

- Qualtrics uses controls and processes to monitor compliance with contracts between Qualtrics and its customers, subprocessors, or other service providers.
- As part of the Qualtrics security policy, Personal Data requires at least the same protection level as "confidential" information according to the Qualtrics Information Classification standard.
- All Qualtrics employees and contractual subprocessors or other service providers are contractually bound to respect the confidentiality of all sensitive information including trade secrets of Qualtrics' customers and partners.

1.7 Availability Control. Personal Data will be protected against accidental or unauthorized destruction or loss.

Measures:

- Qualtrics employs regular backup processes to provide restoration of business-critical systems as and when necessary.
- Qualtrics uses uninterrupted power supplies (e.g., UPS, batteries, generators, etc.) to protect power availability to the data centers.
- Qualtrics has defined business contingency plans for business-critical processes and may offer disaster recovery strategies for business-critical services as further set forth in the Documentation or incorporated into the Order Form for the relevant Cloud Service.
- Emergency processes and systems are regularly tested.

1.8 Data Separation Control.

Measures:

- Qualtrics uses the technical capabilities of the deployed software (e.g., multi-tenancy, system landscapes) to achieve data separation among Personal Data originating from multiple customers.
- Customer (including Permitted Controllers) has access only to its own data.

1.9 Data Integrity Control. Personal Data will remain intact, complete, and current during processing activities.

Measures:

Qualtrics has implemented a multi-layered defense strategy as a protection against unauthorized modifications. In particular, Qualtrics uses the following to implement the control and measure sections described above:

- Firewalls;
- Security Monitoring Center;
- Antivirus software;
- Backup and recovery;
- External and internal penetration testing;
- Regular external audits to prove security measures.

Schedule 3 Restricted Transfers

1. Definitions.

- 1.1 **EU Standard Contractual Clauses** means the unchanged standard contractual clauses published by the European Commission, reference 2021/914, or any subsequent final version thereof as adopted by Qualtrics. For the avoidance of doubt, if the EU Standard Contractual Clauses apply, then Modules 2 and 3 will apply as set forth in Schedule 3.
- 1.2 **FADP** means the Swiss Federal Act on Data Protection.
- 1.3 **GDPR** means the General Data Protection Regulation 2016/679.
- 1.4 **Restricted Transfer** means a transfer (or an onward transfer) of Personal Data to any country, organization, or territory not acknowledged by the European Union under Article 45 of GDPR as a safe country with an adequate level of data protection if such transfer (a) requires an adequacy means pursuant to GDPR or other Data Protection Law and (b) such adequacy means may be met by the parties entering into the EU Standard Contractual Clauses.
- 1.5 **Schedule**, as used in the DPA and herein, means the numbered Annex with respect to the EU Standard Contractual Clauses.
- 1.6 **Third Country** means any country, organization, or territory not acknowledged by the European Union under Article 45 of GDPR as a safe country with an adequate level of data protection.
- 1.7 **UK GDPR** means the GDPR as it forms part of the law of England and Wales by virtue of section 3 of the European Union (Withdrawal) Act 2018.

2. Transfers.

- 2.1 **EU Transfers.** If Personal Data is protected by GDPR and is subject to a Restricted Transfer, the following applies:
 - (a) The EU Standard Contractual Clauses are hereby incorporated by reference as follows:
 - (1) If Qualtrics is located in a Third Country:
 - (A) Customer is the “data exporter” and Qualtrics is the “data importer”;
 - (B) Module 2 (Controller to Processor) applies if Customer is a controller of Personal Data and Qualtrics is a processor of Personal Data;
 - (C) Module 3 (Processor to Processor) applies if Customer is a processor of Personal Data (on behalf of a third-party controller) and Qualtrics is a processor of Personal Data; and
 - (D) each party is deemed to have signed the EU Standard Contractual Clauses (including their Annexes) as of the effective date of the DPA by entering into this DPA, and Customer enters into the EU Standard Contractual Clauses on behalf of itself and Permitted Controllers (if any).
 - (2) For any Restricted Transfer from Qualtrics to its Subprocessors, Qualtrics and its Subprocessors have entered into the EU Standard Contractual Clauses.
 - (b) For each Module (if applicable):
 - (1) the optional docking clause in Clause 7 does not apply;
 - (2) in Clause 9, Option 2 will apply, the minimum time period for prior notice of Subprocessor changes will be as set out in the DPA, and Qualtrics will fulfill its notification obligations by notifying Customer of any Subprocessor changes in accordance with the DPA;
 - (3) in Clause 11, the optional language does not apply;
 - (4) in Clause 13(a), the second two paragraphs do not apply;

- (5) in Clause 17, Option 1 will apply, and the EU Standard Contractual Clauses will be governed by the laws of Ireland;
 - (6) in Clause 18(b), disputes will be resolved before the courts of Ireland;
 - (7) Schedule 1 (Subject Matter and Details of Processing) to the DPA contains the information required in Annex 1 of the EU Standard Contractual Clauses; and
 - (8) Schedule 2 (Technical and Organizational Measures) to the DPA contains the information required in Annex 2 of the EU Standard Contractual Clauses.
- (c) If context permits and requires, any reference in the DPA to the EU Standard Contractual Clauses will be read as a reference to the EU Standard Contractual Clauses as modified in the manner set forth in this section.
 - (d) Customer enters into the EU Standard Contractual Clauses on behalf of itself and Permitted Controllers (if any).
 - (e) If Customer is located in a Third Country and is acting as a data importer under Module 2 or Module 3 of the EU Standard Contractual Clauses, and Qualtrics is acting as Customer's sub-processor, the applicable data exporter will have the following third-party beneficiary right: If Customer has factually disappeared, ceased to exist in law, or has become insolvent (in all cases without a successor entity that has assumed the legal obligations of Customer by contract or by operation of law), the applicable data exporter may terminate the affected Cloud Service solely to the extent that the data exporter's Personal Data is processed, in which case the applicable data exporter also instructs Qualtrics to erase or return the Personal Data in accordance with the DPA.
 - (f) Nothing in the Agreement will be construed to prevail over any conflicting clause of the EU Standard Contractual Clauses. For the avoidance of doubt, the audit and subprocessor rules in the DPA also apply in relation to the EU Standard Contractual Clauses.

2.2 Swiss Transfers. If Personal Data is protected by the FADP and is subject to a Restricted Transfer, the EU Standard Contractual Clauses apply as set forth in Section 2.1 (EU Transfers) of this Schedule 3 with the following modifications:

- (a) in Clause 13, the competent supervisory authority will be the Swiss Federal Data Protection and Information Commissioner, or if both the FADP and the GDPR apply to such transfer, one of the competent data protection authorities under the EU Standard Contractual Clauses;
- (b) in Clause 17 (Option 1), the EU Standard Contractual Clauses will be governed by the laws of Switzerland;
- (c) in Clause 18(b), disputes will be resolved before the courts of Switzerland;
- (d) the terms used in the EU Standard Contractual Clauses that are defined in the FADP will be construed to have the meaning set forth in the FADP;
- (e) the term Member State must not be interpreted in such a way as to exclude Data Subjects in Switzerland from enforcing their rights in their place of habitual residence in accordance with Clause 18(c);
- (f) if the FADP protects legal entities as data subjects, the EU Standard Contractual Clauses will apply to data relating to identified or identifiable legal entities;
- (g) references to the law of the European Union or of a Member State in the EU Standard Contractual Clauses will be deemed to be a reference to the FADP; and
- (h) the references to a "Member State" in the EU Standard Contractual Clauses will be deemed to include Switzerland.

2.3 UK Transfers. If Personal Data is protected by the UK GDPR and is subject to a Restricted Transfer, the EU Standard Contractual Clauses apply as set forth in Section 2.1 (EU Transfers) of this Schedule 3 with the following modifications:

- section 119 (A) of the Data Protection Act 2018;
- (a) each party will be deemed to have signed the “UK Addendum to the EU Standard Contractual Clauses” (“**UK Addendum**”) issued by the Information Commissioner’s Office under
 - (b) the EU Standard Contractual Clauses will be deemed amended as specified by the UK Addendum in respect of the transfer of Personal Data;
 - (c) in Table 1 of the UK Addendum, the parties’ key contact information is located in Schedule 1 (Subject Matter and Details of Processing) to the DPA;
 - (d) in Table 2 of the UK Addendum, information about the version of the EU Standard Contractual Clauses, modules, and selected clauses that this UK Addendum is appended to are located above in this Schedule 3;
 - (e) in Table 3 of the UK Addendum:
 - (1) the list of parties is located in Schedule 1 (Subject Matter and Details of Processing) to the DPA;
 - (2) the description of transfer is located in Schedule 1 (Subject Matter and Details of Processing) to the DPA;
 - (3) Annex II is located in Schedule 2 (Technical and Organizational Measures) to the DPA and
 - (4) the list of Subprocessors is located in the DPA.
 - (f) In Table 4 of the UK Addendum, the Importer may end the UK Addendum in accordance with its terms (and the applicable box is deemed checked); and
 - (g) in Part 2: Part 2 - Mandatory Clauses of the Approved Addendum, being the template Addendum B.1.0 issued by the ICO and laid before Parliament in accordance with section 119 (A) of the Data Protection Act 2018 on 2 February 2022, as it is revised under section 18 of those Mandatory Clauses, will be deemed to apply.